

The City of Frederick, Maryland
PARKS & RECREATION COMMISSION

Minutes of April 21, 2010

APPROVED June 16, 2010

Members Present: D. Rivera, C. Effland, M. Lawrence, R. Jones, J. Baldi (late),
J. Myers (late)

Staff Present: R. Myers, K. Winterstein, Alderman M. O'Connor, City
Attorney Sandra Nickols

Regrets: C. Meierhoefer, R. Knight

Meeting called to order by Vice Chairman J. Baldi at 7:15 p.m.

- 1. Review of the March 24, 2010 minutes:

Motion by C. Effland to approve the minutes as submitted

2nd by R. Jones

All in favor.

- 2. Finalize new agreement with the North End Civic Association (NECA) regarding Staley Park.

J. Baldi introduced the new agreement with NECA and then asked speaker Mr. Blaine Young to make some comments.

Mr. Young stated that since the last meeting a lot of the emotion has settled down. Working with Roelkey (Myers) an agreement was crafted that would allow the City's last Civic Association to maintain and thrive while accommodate the City's needs during this difficult budget time. The president and treasurer of NECA feel this is an agreement that works for everybody, there are just some small changes that were pointed out to Sandra (Nickols); the address should be 102 West 14th Street or P O Box 1493, Frederick, Maryland 21705. R. Myers inquired that the P O Box would be the appropriate one to used since officers could change; S. Nickols concurred. Also, identify the property as all the contents of Staley Park. As long as the NECA is active they will still continue to have their Easter Egg Hunt, Halloween party, Christmas party and the Labor Day picnic at different facilities. The last is #5 with "boiler plate" language be changed to "as long as the North End Civic Association is operational or active" or suitable language to that effect.

S. Nickols added that also we talked about item #7 Assignment that the NECA would not be able to assign the agreement because it is designed for them. So we would delete the last phrase "without the prior written consent of the City" and it would state "NECA may not assign this agreement or any of its rights or delegate any of its duties under this agreement." Mr. Young concurred.

J. Baldi asked if there were any questions from the Commission. M. O'Connor inquired about paragraph #4 about the use of facilities by third parties, do you know of any agreements that extend beyond any that August 31 date? Mr. Young stated he was glad you brought that up; one of the concerns was to make sure the current bookings would stand. The Frederick Baseball Association (FBA) is booked through October; and the YMCA used the Field House on a daily basis and would ask that they be given fair notice so they can make arrangements for their needs. M. O'Connor further stated he thinks this language guarantees whoever is currently assigned to use

the facility the opportunity to do it through August 31 under whatever is in place right now. What I want to make sure is that August 31 date actually covered any agreements that were in place. Mrs. Ro Higinbotham responded it should actually be December 31 because of the YMCA. R. Myers stated he is fine with that. Mr. Young asked the NECA representatives if they had anything booked for 2011 and they responded no. Mr. Young offered that NECA was never able to enter into any formal agreement so they are good faith agreements, so December 31 would be good in lieu of August 31. R. Myers again concurred and further stated we are going to rent the pavilions and building to whoever comes to us so it's whether they have already contacted NECA or us, it does not matter. Mr. Young also stated that NECA also understands that their rates will no longer be charged and the City rental rates will apply. Any continuance of rentals will be up to the City and the proposed renter. R. Myers stated that once we get this agreement done, he plans to meet with YMCA officials to discuss how to move forward. He has talked with staff and it sounds like we will have a great working relationship out of it because the times they use it are not the times that any of our programs would use it anyway. NECA has charged a \$60 fee for pavilion rentals and \$60 a day for the building as well. Mr. Young concluded that everybody is extremely pleased and thankful; again working with staff has been great. J. Baldi stated he appreciated the effort to come to an agreement.

R. Myers stated what he would recommend is that instead of bringing them back to another meeting with these changes, once Legal makes the changes if the recommendation would be based on staff changes and it will then go to the Mayor & Board for final review.

R. Myers asked Mrs. Higinbotham asked that they start formulating the information they want on the plaque so he can start the process of getting this memorial under way and hope to have it in place for your Labor Day picnic.

S. Nickols offered that her staff will make the necessary changes, send it back to NECA for review they forward to the Mayor and Board for review on the May 6, 2010 agenda.

MOTION by D. Rivera to accept the proposed changes to the agreement as Legal proposes and recommend approval to the Mayor & Board of Aldermen;

2nd by J. Myers

All in favor.

- 3. Planning Department Proposal for Canterbury Station.

Pam Reppert, Planner, introduced this item. Their site plan has been approved by the Planning Commission and with that they have a phasing plan and parkland requirements. They will be dedicating 9.3 acres for a dog park as part of this proposed subdivision and they will have phasing to do the park improvements. Two (2) cost estimates were submitted as backup; one by the applicant with the value of the improvements to the dog park and the City's cost estimate. Section 608 states the developer can get credit towards their park facilities development impact fee based on the value of the park improvements. Currently that cost is \$263,612. We are seeking a recommendation of what value you would place on their credit towards the impact fee based on the development costs and also, the fact that this is a park to be shared and accessed by both City and County residents. The value and credit towards this is based on how much is this development using it versus City benefit.

J. Baldi asked for more clarification on the \$263,612. P. Reppert responded that amount is their Park Impact Fee but they found their cost estimate to be \$415,095 and we (the City) were as close as \$416,828.

R. Myers offered that what makes this proposed facility cost so much more than the existing facility downtown is that they are talking about a pavilion, playground unit, parking lot, etc. They have been coming to us for years and he supports this trade off. We are going to get a park a lot sooner than otherwise and the dog park downtown, we are up to 709 registered dogs in a little over a year. This is a very popular park element these days.

G. Collard produced a plan showing where the parcel is located with the amenities shown. This is across the street from the existing Governor Thomas Johnson Middle School on Schifferstadt Boulevard.

R. Myers asked at what part of the development does the develop plan to build the park? P. Reppert stated it would be done in Phase 1. R. Myers further inquired how many units will have to be built in Phase 1 for the park to be constructed. The developer representative, Mr. Shane Polan, stated it would be built first.

Mr. Scott Miller of Weinberg & Miller stated the history of this dog park at Canterbury Station. There was an obligation to create a park but we did not know what that park was going to be or if it was just to dedicated the land. We identified this site, that it was separated from our project in terms of Schifferstadt Boulevard so what the developer did was to come to the City and inquired we would do with the dedicated land. At that time the response was that the City was not sure. It then came to Parks and Rec and they came up with the idea of a dog park and what would you, the developer, be willing do for us in that regard. The developer made the decision to actually fund the construction of the improvements for the dog park. What we did was ask what Parks & Rec wanted and within reason, we would fund and build it. The culmination of the site plan for the dog park was input from the Parks & Recreation Department in conjunction with the design engineers to come up with the improvements for the dog park. One point that bears mentioning is that there is no requirement in the Land Management Code that this developer build improvements to the park. When you develop a project in the City your requirement is to dedicate land. The obligation to build improvements is the obligation of the City as part of their Parks & Recreation budget. This developer saw the need and felt it was appropriate to not leave that site, that the LMC requires you grade and seed the site then leave in place for the City to improve. The developer did not believe that was appropriate because they wanted this park to be something that they could be proud of as part of the overall development of this project. They went ahead and decided to fund those improvements and that was made as proffer as part of the overall plan approval for Canterbury Station. As a result of that we knew that there was a parkland facilities impact fee and what the purpose of that fee is for the City to acquire funds to develop parks. This is a very simple request that since we are already paying for the improvements to the park in the neighborhood of \$416,000 not to mention the overhead costs that brings it up to \$490,000+, we see it as only

appropriate that we not have to pay a parkland facilities impact fee whose purpose is to acquire the funds to make the park. Without the waiver or credit of the parkland facilities impact fee, this development would be paying essentially twice; not only the improvements that they are funding out of their own pockets but also paying the \$263,000 in parkland facilities impact fee as a developer would do that does not offer park improvements. We think this is more than a fair and reasonable request and we appreciate staff's concurrence with that. The Planning Commission made the finding that they were required to make under the LMC that this park benefits more than just the development; it will be for the use of the City residents and anyone else. It will be a City park, it will be deeded to the City, the City will own it and will operate it as we do the current dog park so the HOA will not control this dog park. The Planning Commission made the finding that it contributes to the general good of the City, so we meet the criteria for requesting the credit. We will be making improvements that cost almost double that of what would be required in terms of the impact fee investment. We are asking that you approve the cost estimate as the value of the improvements such that it can be set off against the parkland impact fee as a recommendation to the Mayor and Board of Aldermen.

M. O'Connor stated he would agree that if the requirement is that you pay \$263,000 and you are offering to pay \$490,000 it would be silly for us to say no. What I would like to see is that in your conversations with the Parks & Recreation Department it was determined that this was a good use for this side of town and something that we needed. Are we able to tie that to the park master plan so that we can say the reason why we want to say yes to this is that it fits this goal within the park master plan - that it provides a little more justification for how this fits into the larger picture of what we are trying to do with our parks system City wide. If we can't say that now it might be something in the near or long term for this commission is how to look at the overall parks picture for the City of Frederick and if any kind of request comes in like this, this is exactly the way you would go about doing it. Normally we would say an impact, but we have this park we want to do in the area that you are looking to build in, what would you be willing to contribute to that specific park as opposed to something that might be a little more piecemeal.

R. Myers stated that unfortunately this does not happen very often because - early on when they came in, I did not believe they wanted to provide the parkland and amenities in place. It was explained that the group behind it felt very strongly about community involvement and they just wanted to do it even though they did not have to.

Mr. Miller stated they feel this is a reasonable request given the circumstances that it is offered.

R. Myers stated that the current dog park has exceeded expectations and with the downtown park we thought it would be for people to walk to from downtown. We are getting registrations from all over the county. This will give people more choices, especially if they are driving.

Discussion on how the wording of the recommendation should be with S. Nickols, City Attorney.

MOTION by C. Effland to recommend to the Mayor and Board of Alderman to accept \$489,812 as the value of the credit; however the actual credit shall not exceed the calculated impact fee;

2nd by D. Rivera

ALL IN FAVOR.

- 4. Discussion of Baker Park (West 2nd Street & Fleming Avenue) tennis court lighting.

R. Myers offered that this Mayor is very committed to bring a lot more issues to this Commission. A citizen email was recently received concerning the Baker Park tennis courts and why are the lights on and no one on the courts. Can the City look at putting money boxes to keep the lights going or that every 45 minutes the lights would go off automatically then you would just have to go over and hit the switch for another 45 minutes. Currently the lights are on a timer set to turn them off at 10:00 p.m. if they are on. R. Myers felt the money box suggestion would be a problem and

leads into the fact that these type of lights are the type that once they are off it takes a good 15 minutes for them to cool down and regenerate up. It would not be as easy as hitting the switch and if tournaments are going on it would allow continued play without interruption due to the unavailability of lights. Turning the lights on/off would actually burn the existing timers out faster than how they are currently set and would be costly to replace. Also received comments from other citizens via email from Mr. David Blowe stating that (1) unless the box or timer is defective or not set for daylight savings time, at least in my past experience the lights do not turn off at 10:00 p.m. although nice people will turn them off if they leave before 10:00 p.m.; (2) the timer on West 2nd Street is much more exact and shuts off at 10:00 p.m. - R. Myers stated he is referring to when daylight savings time changes, City crews might lag behind in getting to the timers to reset them to the proper time. (3) charging money for the lights is what happened years ago and messed up all the tennis driving it out of Frederick; (4) the residents of the City have already paid for the lights be available and the full set of lights comes on - R. Myers to have each court list would not be economically feasible; (5) when turning the lights off, it takes 30 or so minutes for them to come back on, which would mean refunds, more paperwork for the City and does not seem like a good idea to raise money to use the tennis lights. How much does the City pay to run the lights anyway? If revenue is an issue, instead one of the residents across from the courts could shut them off.

M. O'Connor inquired how long have the lights been there? R. Myers stated since he could remember. M. O'Connor continued that he played on those courts when he was 14 years old. When someone moved in across from the tennis courts there are lights there.

J. Baldi stated that due to all the technicalities of the situation, we cannot change the lights realistically and not disrupt tennis play.

M. O'Connor stated he is intrigued by a way to make money, but this is silly.

Further discussion of the members continued. C. Effland asked if this was just one complaint. R. Myers confirmed that is correct. He further stated we do get complaints when the timer is not changed due to daylight savings and we should.

Consensus of the Commission is that we not change the lighting at the tennis courts.

- 5. Discussion of a request from Frederick County Public School Athletics and Extracurricular Activities for a waiver of court fees for use of the Baker Park tennis courts at both Fleming Avenue and West 2nd Street for the annual high school county and regional tennis tournaments in 2011.

Mr. Lynn Carr stated they have used the courts for many years and the request has never been asked to pay a fee for Frederick County school kids to use the courts. We would appreciate the opportunity to continue that relationship. It's a total of four (4) days; two (2) days for the county tournament and two (2) days for the regional tournament with one (1) day each weekend for rain dates. They have used the courts since 1992. R. Myers stated that in 1992 there was not a fee to begin with and sometime in the late 1990's the City did adopt fees for use of tennis courts for reservations.

R. Myers read an email from Mr. Barry Oxendine of Worman's Mill - with regards to public schools, drive by TJMS and TJHS (the courts) are all locked up and unusable but as a taxpayer to the County those are courts I'm supporting. This includes FHS and others in Frederick County. Do not agree to waiving fees as FCPS has numerous courts that are unused and locked up. M. Lawrence stated that this is one of the few places he has lived where the public has no access to running tracks or other athletic facilities controlled by the school system and have always wondered why everything is so restricted in that regard. The County is asking for the City to be benevolent about the use of their facilities when it doesn't go the other way because the County is very restrictive about the use of any school facilities. R. Jones stated for 15 years he coached track at TJ and FHS and both schools were open to the public. I (R. Jones) was one of the coaches that said they are tearing up our high jump pits, jogging trail, etc. When I asked for it to be closed off, they would jump the fence and tear it up anyway. When it was time to complete, the \$15,000 pole vault pad is ripped to shreds which the boosters bought three years prior. Competition helps the kids get the school to the next level, but now that I'm on the other side of the fence I would like to have

access to a jogging trail. I go to Mount Saint Mary's and use their trail which is far away.

M. O'Connor asked Mr. Carr to speak to the policy with regards to athletic fields that are unsecured, athletic facilities that are secured but outside and athletic facilities that are secured and inside; does the school system have a policy by which they offer those to the community for use in any kind of systematic way. Mr. Carr stated there is a use of facility process that each school has an individual who reserves, directs and puts together a schedule for outside users to use all of our facilities. They are open and available. Many members asked are they for free or is there a fee? M. Lawrence stated there is a fee and you have to provide proof of insurance. Mr. Carr stated that for any outside user group they first have to be a non-profit user group (501C3); from that point if they are using a grass field, like a practice field, baseball field, softball field there are no charges, but there still has to be a form completed and absolute recognition that the group using the field is a not for profit. M. O'Connor stated we would do that for our soccer program; R. Myers stated that the Park/School Agreement that the City has with the Frederick County Commissioners states that she (Kristi Winterstein) does all the scheduling for all the elementary and middle school grounds within The City of Frederick. She (Kristi Winterstein) is the master scheduler, she knows what's going on in the parks and on school grounds and there is no fee. If used a City park you will be charged; but using a City School Field through this department there is no fee because the BOE does not charge. How they handle high schools (FHS & TJHS) we do not know. R. Myers has met with Shirley Fossett today from Sertoma Basketball and they pay \$14 per hour to use the gymnasiums in any school - we (the City) do not do inside the school facilities. J. Myers stated he plays rec basketball on Friday nights and we are charged to use a school. Is it different for the outside - you are charging fees for the outside also. Mr. Carr stated that the stadium fields at the high school have a charge with or without lights, if you are a gated event with admission and a number of layers of charged involved in using that type of facility. J. Myers continued that outside school activities, if it is private people, are they charged. Mr. Carr responded that if they are using the stadium inside track, there is a nominal fee, but there is a charge.

M. O'Connor inquired that if the fee was not waived, the county would pay for the county tournament. The MPSSAA would pay for the regional tournament - is that correct? Mr. Carr responded that FCPS would pay for the county tournament and the state athletic association would pay for the regional tournament. M. O'Connor stated so in the case of the regional tournament, it's not you requesting the fee waiver it's the

MPSSAA and you are acting on their behalf. Mr. Carr stated that is correct. M. O'Connor stated that this is the same Maryland Public Secondary School that charges television stations a fee to televise....Mr. Carr responded for profit groups who want to charge.....M. O'Connor further stated that even if those for profit groups make no money off of those events...Mr. Carr stated that if they are charging for, I assume that someone is paying commercial time, I truly don't know that. M. O'Connor stated that the MPSSAA finds the money in their budget to pay the Ravens to use Ravens Stadium for their state football tournament and the Maryland Terrapins to use the Comcast Center for the state basketball tournament. Mr. Carr answered in agreement. M. O'Connor further stated so they have the money to do that. Mr. Carr again answered in agreement.

M. Lawrence asked what the fee is that is being requested to be waived. R. Myers stated it is a total of \$360 for both of the tournaments. I guess, Mr. Carr, you are questioning why is this coming to this Commission and if you follow the budgets and tax equity issues, we just got notification at the City that because of the tax equity law that was passed down in Annapolis that now the County is going to charge the City \$1 per envelope to mail out the tax bill which now the City is going to inherit a \$22,000 bill that we have never inherited; there's been threats that all of our street trees that we pickup and take to our yard that the County would come in and grind for us now they are going to charge us for that as well for two (2) grindings a year. It's hard for us to sit here and want to be good neighbors and say we'll waive the fee when we are getting hammered every chance we get and it promises to be more. That is what you are going to hear at the next level when you get to the Mayor and Board and this is some of the concerns why the Mayor wanted this brought to this Commission. M. O'Connor stated he might consider about the county tournament in an effort to try to reach some sort of level of equity. The state tournament I'm a little harder about because that's the MPSSAA and this is a big organization that collects a lot of money and paying a lot of fees around the state and it's not just Frederick County kids involved in that tournament. At least in one instance there is a need to use it from 4 - 10 p.m. which suggested that the lights would have to be turned on which means it's not just waiving a fee, the City has to pay a cost to run the lights and bathrooms. While I think that cost is ultimately insignificant, now we are subsidizing Garrett, Allegheny and Washington County kids to come in, not just Frederick County.

R. Jones stated that the MPSSAA uses Prince Georges County Sports place which charges a substantial amount of money; if they don't mind paying for that or Morgan State, Towson University; this is pennies compared to this fee. R. Myers stated they pay for the MPSSAA state baseball tournament at McCurdy Field annually.

Mr. Carr stated that the City has been most benevolent and understanding over the years. Roelkey (Myers) has been terrific in offering and providing the facility for our use without question for at least the County tournament. For the last two (2) years we hosted the regional tournament, prior it was in Washington County which is an MPSSAA event. We are willing to do whatever you recommend. If there is an issue with this we will move in a different direction. R. Myers stated he cannot waive fees, it was the former Mayors instructing the fee waivers.

MOTION by J. Baldi to recommend to the Mayor and Board of Aldermen not to waive fees for the Frederick County Public Schools 2011 county and regional tennis tournaments to be held in Baker Park;

2nd by R. Jones

All in favor.

Mr. Carr stated they will pay the necessary fees and not go to the Mayor and Board.

Meeting adjourned at 8:30 p.m.

Respectfully submitted,

Kristi A. Winterstein

Commission Secretary